

**CATERPILLAR****EXHIBIT****ON-HIGHWAY VEHICLES**Exhibit B**ON-HIGHWAY VEHICLE ENGINE EXTENDED SERVICE COVERAGE**

Registration Certificate For Units Operating In The U.S.A. And Canada  
 For Mid-Range and Heavy Duty On-Highway Truck, School Bus, Recreational Vehicle,  
 Fire Truck or Crash Rescue Engine Applications  
 (Program Effective Date May 1, 1998)

**PRESS HARD****YOU ARE MAKING 3 COPIES**

CUSTOMER NAME

TRACTOR SERVICE

MAILING ADDRESS

716 EAST 12TH ST.

CITY

WHEELSBURG

STATE/PROVINCE

PA

ZIP/POSTAL CODE

01212171

PHONE NUMBER

108-7191-9151211

SELLING DEALER NAME

CAT OUTLET

SELLING  
DEALER CODE

A7311

SELLING DEALER ADDRESS

CAT OUTLET

CITY

WHEELSBURG

STATE/PROVINCE

PA

ZIP/POSTAL CODE

01210181

CAT DEALER NAME

CAT OUTLET

CAT DLR. CODE

C14130

**TYPE OF REGISTRATION**New Registration Transfer Ownership Upgrade Coverage Warranty Replacement Engine 

|   |
|---|
| X |
|   |
|   |
|   |

Replacement Engine S/N

Miles (km) 66Delivery MM/DD/YYYY  
Date 01/15/2000**APPLICATION**On-Highway Truck School Bus Recreational Vehicle Fire Truck Crash Rescue Other \_\_\_\_\_ Transfer Miles (km): UNIT #9800Transfer MM/DD/YYYY  
Date 1/1/00Engine S/N 2K5277791Engine Model G-112380  
HP 610VIN 1F571171Vehicle Make SUBARUVehicle Model GT19500**COVERAGE (Reference On-Highway Vehicle Engine Price Matrix for Model/Coverage Availability)**

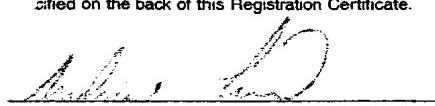
- ESC I  With Brakesaver add \$250   
 ESC II   
 ESC Plus   
 ESC II MIDRANGE

SEE ATTACHED MULTI-UNIT  
REGISTRATION FORMS**Coverage Months** 60 **Coverage Miles** 500,000 **Coverage Hours** \_\_\_\_\_ **Deductible** - - -**COVERAGE FEES**

|                |                |
|----------------|----------------|
| ESC FEE        | \$ <u>1150</u> |
| BRAKESAVER FEE | \$ _____       |
| ADMIN. FEE     | \$ _____       |
| LATE FEE       | \$ _____       |
| TOTAL FEE      | \$ <u>1150</u> |

**IMPORTANT!!**Please ensure you are using the latest version of the On-Highway Vehicle  
Engine Price Matrix.

FCCI 43729

I hereby certify that I have read and understand the terms and conditions checked above, and as  
specified on the back of this Registration Certificate.Date 2/10/00

Customer Signature

I hereby certify that the engine serial number indicated above is eligible for the  
coverage as specified on this Registration Certificate and have read and understand  
the dealer's responsibilities as specified on the back of this Registration  
Certificate. Authorized Dealer RepresentativeDate 2/10/00

**INTRODUCTION**

Caterpillar's Extended Service Coverage for On-Highway Vehicle Engine Service Contract, herein referred to as "service contract", for new vehicles powered with Caterpillar engines is an important part of Caterpillar's continuing effort to provide Caterpillar Vehicle Engine Owners with superior value and product support. This service contract provides the Owner assurance against unexpected repair costs for covered component failures due to defects in materials or workmanship under normal use.

**TERMS AND CONDITIONS**

This service contract is available for new vehicles powered with Caterpillar Mid-Range and Heavy Duty On-Highway Vehicle engines, herein referred to as "new vehicle(s)". This service contract is only available for use within the continental boundaries of the United States and Canada.

The Owner should purchase this service contract on the original delivery date of the new vehicle at a Caterpillar authorized dealer herein referred to as "authorized dealer". The applicable start mileage and date must be recorded on this Service Contract.

This service contract runs concurrently with the Caterpillar On-Highway Vehicle Engine Warranty and provides full components and labor coverage for covered components failures due to defects in Caterpillar materials or workmanship under normal use. Expiration of this contract will occur when the time or mileage from the original delivery date exceeds the coverages as specified on this Service Contract.

All components listed below are covered under these programs except the applicable exclusions listed under Section VI. Exclusions & Limitations:

**MID-RANGE EXTENDED SERVICE COVERAGE (ESC II)**

SC II for Mid-Range is available in two different deductibles:

Option 1 Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

Option 2, Caterpillar will pay 100% of the components and labor charges for covered failures, less a \$500 deductible charge per service visit.

The following components are covered under the Mid-Range ESC II: exhaust manifolds, studs, & gaskets, inlet air heater & assembly, intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, dowels, adjusting screws, nuts, shaft, & push tubes), valve cover & base, camshaft, camshaft bearings, camshaft lifter assembly (followers clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, freeze plug, crankshaft, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, main bearing cap bolt, crossover tubes (3126), fuel injection pump & governor, fuel injection pump mounting seal, fuel ratio control, fuel lines, timing advance, control rack (3116), oil pan, oil pump, oil cooler housing, oil cooler core, oil filter base, HEUI high pressure oil lines, oil pump, & injector actuation pressure control valve, thermostat housing cover, water pump housing, water manifold, control module (ECM), sensors (boost pressure, atmospheric intake manifold air temp, oil pressure, coolant temperature, rack & timing, oil temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

**HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC I)**

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

The following components are covered under the Heavy-Duty ESC I: intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, spacer plate (block & head), spacer plate gasket, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, dowels, adjusting screws, nuts, shaft, & push tubes), camshaft, camshaft bearings, camshaft lifter assembly (including followers clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, spacer block (3176), freeze plug, crankshaft casting, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, cylinder liner, cylinder liner seals, cylinder liner filler band, main bearing cap bolt, fuel injection pump mounting seal, timing gears, oil pump, oil cooler housing, thermostat housing cover, water pump housing, control module (ECM).

**HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC II)**

All components listed under Heavy-Duty Extended Service Coverage I are covered plus the following:

Exhaust manifold studs and gaskets, inlet air heater relay, valve cover and base, fuel injection pumps and governor, fuel ratio control, fuel lines, timing advance, oil pan, oil cooler core, oil filter base, water manifold, and shut-off solenoid.

**HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC Plus)**

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

All components listed under Heavy-Duty Extended Service Coverage I and Heavy-Duty Extended Service Coverage II are covered plus the following: control module (ECM), vibration damper, road speed buffer, sensors (boost pressure, atmospheric manifold air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

Expiration of this Service Contract will occur when the time, miles, or hours, whichever occurs first, from the original delivery date of the engine exceeds the coverage limits as specified on this Registration Certificate.

**CATERPILLAR'S RESPONSIBILITIES**

Caterpillar, during normal working hours at a place of business of an authorized dealer, will pay 100% of the components and labor charges, minus any applicable deductible, for the repair of covered component failures during the coverage period when caused by defects in materials or workmanship under normal use.

Caterpillar will provide (at Caterpillar's choice) either new, remanufactured or repaired components when replacing or repairing any covered components which fail due to defects in materials or workmanship under normal use. Further, Caterpillar will also pay the components and labor charges for any engine component which is rendered unserviceable by the failure of a covered component.

Caterpillar will restore the engine to its operating condition prior to failure by repairing/replacing only the defective components and consequential damaged components necessary to remove/repair/install the defective components. Other parts removed in the process of the repair will be reinstalled as is, unless the Owner authorizes the additional expense to repair or replace.

Caterpillar will also pay the reasonable costs of any expendables or consumables, including but not limited to, lube oil, filter elements, hoses, vee-belts, gaskets and seals which are made unusable as a result of a covered component failure.

**DEALER'S RESPONSIBILITIES**

The authorized dealer accepts full liability for incorrect, invalid or late enrollments. Registrations will be accepted up to one hundred and eighty (180) days from original delivery date of sale at the published price levels. All registrations made by the authorized dealer after the initial enrollment period, and up to one year from original delivery date, will be charged an additional late registration fee.

**V. OWNER'S RESPONSIBILITIES**

The Owner shall operate and maintain the engine according to the guidelines and recommendations as specified in the appropriate Caterpillar Vehicle Engine Operation & Maintenance Management Guide. The Owner shall provide proof of compliance with the Maintenance Schedules, such as receipts or copies of work orders or invoices from authorized dealers showing the maintenance and services performed.

In the event of a covered component failure, the Owner must promptly make the engine available to an authorized dealer for repair and provide proof of this service contract registration by presenting the customer copy of the Registration Certificate. The Owner is responsible for all costs not covered by this service contract as specified in Section VI, Exclusions and Limitations.

**VI. EXCLUSIONS & LIMITATIONS**

This service contract does not cover component failures caused by:

- dealer workmanship on subsequent repairs and dealer workmanship on repairs made to non-covered components.
- non-covered components (including bolts, clamps, and other fasteners that attach non-covered components to the engine).
- operator abuse, neglect, improper operation or accident.
- non-Caterpillar attachments, accessories and parts (any engine part that is not identified by a Caterpillar part number), including, but not limited to: engine compression and exhaust brakes, fans, radiators, air to air aftercooler cores, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, hoses, belts and clamps.
- an application or installation not approved by Caterpillar.
- normal wear out, including but not limited to oil consumption, chemical/mechanical erosion and/or leaking seals or gaskets.
- unauthorized repairs or adjustments, including but not limited to: improper fuel setting and valve lash adjustments.
- repairs or alterations made by an unauthorized dealer.
- brakesaver unless specified as option on contract.
- fuel transfer pump, fuel priming pump, unit injectors and fuel nozzles, thermostat, starters, alternators, turbocharger, air compressor, electronic connectors and wiring.
- steel shims and cast iron block inserts.
- acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- failure to follow maintenance procedures and scheduled component inspections/replacements as specified in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide.

This service contract also does not pay for:

- normal preventative maintenance and scheduled component inspections/replacements as defined in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide, including but not limited to valve lash adjustments, inspections, Scheduled Oil Sampling and maintenance items such as lube oils, filters, belts and hoses.
- performance complaints, including but not limited to, any adjustments to fuel settings, PAR tests, or programming of the Electronic Control Module.
- reimbursement for any travel or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime-related expenses cargo damage or economic loss.
- any and all taxes.
- parts shipping charges.

**VII. TRANSFER OF COVERAGE**

The remaining coverage of this service contract may be transferred to subsequent owners during the coverage period at no extra charge, provided the new owner of the vehicle presents a copy of the current Registration Certificate to an authorized dealer within ten (10) days of the transfer of the vehicle title. Remaining coverage cannot be transferred from a covered engine to a non-covered engine.

**VIII. REFUNDS**

Any and all service contract fees are non-refundable.

**IX. DISCLAIMERS**

**CATERPILLAR'S RESPONSIBILITIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.**

**CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HEREWITHE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.**

**CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS SERVICE CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.**

**THIS SERVICE CONTRACT DOES NOT SUPERSede THE EMISSION WARRANTY FOR EMISSION-RELATED COMPONENTS.**

**MISREPRESENTATION OF THE ENGINE'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, HOURS, OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY CATERPILLAR WITH NO REFUND. CATERPILLAR SHALL BE ENTITLED TO ALL OTHER REMEDIES.**

**Caterpillar On-Highway Vehicle Engine  
Extended Service Coverage  
Registration Form**

**For Multiple Unit Registrations**

Date 12-27-00  
TEQ # 91009

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Filed 02/09/2006

| Model | IME  | Engine No. | Vehicle ID | Unit No. | Off Date | Stat Miles |
|-------|------|------------|------------|----------|----------|------------|
| 1     | C-12 | 380/510    | 2K327250   | F57160   | 6000     | 01-15-00   |
| 2     |      |            | 2K222527   | F57163   | 6000     | 12-08-99   |
| 3     |      |            | 2K522878   | F57162   | 6200     | 01-15-00   |
| 4     |      |            | 2K522726   | F57181   | 6300     | 01-15-00   |
| 5     |      |            | 2K222944   | F57165   | 6700     | 12-08-99   |
| 6     |      |            | 2K5227255  | F57170   | 6800     | 01-15-00   |
| 7     |      |            | 2K522828   | F57179   | 6900     | 01-15-00   |
| 8     |      |            | 2K522844   | F57180   | 7100     | 01-15-00   |
| 9     |      |            | 2K5227202  | F57174   | 7400     | 01-15-00   |
| 10    |      |            | 2K5227227  | F57168   | 7500     | 01-15-00   |
| 11    |      |            | 2K522877   | F57161   | 7600     | 12-08-99   |
| 12    |      |            | 2K5228368  | F57175   | 7700     | 01-15-00   |
| 13    |      |            | 2K522861   | F57171   | 7800     | 01-15-00   |
| 14    |      |            | 2K5227756  | F57169   | 7900     | 01-15-00   |
| 15    |      |            | 2K522857   | F57172   | 8000     | 01-15-00   |
| 16    |      |            | 2K5228276  | F57167   | 8100     | 01-15-00   |
| 17    |      |            | 2K5227249  | F57173   | 8300     | 01-15-00   |
| 18    |      |            | 2K5227953  | F57178   | 8400     | 01-15-00   |
| 19    |      |            | 2K5227931  | F57166   | 8600     | 12-08-99   |
| 20    |      |            | 2K5227873  | F57164   | 8500     | 01-15-00   |

**This form is to be used as an addendum to On-Highway Vehicle Registration Certificate (LELT6573) which identifies specific terms, conditions, and component coverages.**

LELT8361-01

Case 1:04-cv-11836-RCL Document 86-3 Filed 02/09/2006